

#### § 904.14

pertaining to the dispute. In the event there is more than one disputing Contractor, the disputing Contractors shall collectively name one arbitrator to the panel of arbitrators. In the event of their failure collectively to name such an arbitrator within fifteen (15) days after their first meeting, that arbitrator shall be named as provided in the Commercial Arbitration Rules of the American Arbitration Association. The two arbitrators thus selected shall name a third arbitrator within thirty (30) days of their first meeting. In the event of their failure to so name such third arbitrator, that arbitrator shall be named as provided in the Commercial Arbitration Rules of the American Arbitration Association. The third arbitrator shall act as chairperson of the panel. The arbitration shall be governed by the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be limited to the issue submitted. The panel of arbitrators shall not rewrite, change, or amend these General Regulations or the Contracts of any of the parties to the dispute. The panel of arbitrators shall render a final decision in this dispute within sixty (60) days after the date of the naming of the third arbitrator. A decision of any two of the three arbitrators named to the panel shall be final and binding on all parties involved in the dispute.

#### § 904.14 Future regulations.

(a) Western may from time to time promulgate such additional or amendatory regulations as deemed necessary for the administration of the Project in accordance with applicable law; *Provided*, That no right under any Contract shall be impaired or obligation thereunder be extended thereby.

(b) Any modification, extension, or waiver of any provision of these General Regulations granted for the benefit of any one or more Contractors shall not be denied to any other Contractor.

(c) Western reserves the right to terminate, modify, or extend these regulations, either partially or in their entirety, to the extent permitted by law or existing contract.

#### 10 CFR Ch. III (1–12 Edition)

### PART 905—ENERGY PLANNING AND MANAGEMENT PROGRAM

#### Subpart A—General Provisions

Sec.

905.1 What are the purposes of the Energy Planning and Management Program?

905.2 What are the key definitions of this part?

#### Subpart B—Integrated Resource Planning

905.10 Who must comply with the integrated resource planning and reporting regulations in this subpart?

905.11 What must an IRP include?

905.12 How must IRPs be submitted?

905.13 When must IRPs be submitted?

905.14 Does Western require annual IRP progress reports?

905.15 What are the requirements for the small customer plan alternative?

905.16 What are the requirements for the minimum investment report alternative?

905.17 What are the requirements for the energy efficiency and/or renewable energy report (EE/RE report) alternative?

905.18 What are the criteria for Western's approval of submittals?

905.19 How are plans and reports reviewed and approved?

905.20 When are customers in noncompliance with the regulations in this subpart, and how does Western ensure compliance?

905.21 What is the administrative appeal process?

905.22 How does Western periodically evaluate customer actions?

905.23 What are the opportunities for using the Freedom of Information Act to request plan and report data?

905.24 Will Western conduct reviews of this program?

#### Subpart C—Power Marketing Initiative

905.30 Purpose and applicability.

905.31 Term.

905.32 Resource extensions and resource pool size.

905.33 Extension formula.

905.34 Adjustment provisions.

905.35 New customer eligibility.

905.36 Marketing criteria.

905.37 Process.

#### Subpart D—Energy Services

905.40 Technical assistance.

AUTHORITY: 42 U.S.C. 7152, 7191; 42 U.S.C. 7275–7276c.

SOURCE: 60 FR 54174, Oct. 20, 1995, unless otherwise noted.